

Exhibit “D”

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**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA**

In re:

WHISPERING PINES, INC.,

Debtor in Possession

Case No.: 15-13891 ABL

Chapter 11

Date: OST

Time: OST

**ORDER RE:
DEBTOR'S MOTION FOR
APPROVAL OF SALE OF PROPERTY OF THE ESTATE
FREE AND CLEAR OF LIENS AND ENCUMBRANCES AND
DISTRIBUTION OF SALE PROCEEDS**

Upon the Motion of the Debtor in Possession Whispering Pines, Inc., for allowance and approval of the sale of a 286.69 acre tract of land located at 22945 Georgia Highway 3, Thomas County, Georgia ("Property"); and due notice of the Motion and the hearing of the Motion having been given to all parties entitled hereto; and a hearing having been held before this Court on , 2016, to consider approval of the Motion, at which time all parties in interest were afforded an opportunity to be heard; it is hereby:

ORDERED that the Motion is **GRANTED** and the purchase and sale of the Property, in the amount of \$1,278,750.00 is approved in all respects, and shall be deemed in full force and effect, binding and benefiting Debtor, its bankruptcy estate and Buyer; and it is further

ORDERED that the sale shall be free and clear of all liens and encumbrances, but that any purchase-money funding to effectuate the sale may, after the freeing and clearing from all

current liens and encumbrances, become a lien and encumbrance in a manner contemplated by the Buyer and the Debtor; and it is further

ORDERED that immediate distribution of the proceeds of the sale, as contemplated in the Motion and Purchase Agreement, is allowed; and it is further

ORDERED that Debtor is authorized and empowered to execute and deliver the Purchase Agreement to Buyer, and to implement and consummate all of the transactions and perform all obligations contemplated by the Purchase Agreement, including, without limitation, to sell the Property to Buyer, all on the terms of the Purchase Agreement, for the purchase price set forth therein, and determined in accordance with the Purchase Agreement

ORDERED that the failure specifically to include any particular provision of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Purchase Agreement be authorized and approved in its entirety; and it is further

ORDERED Each and every federal, state and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transaction contemplated by the Purchase Agreement and this Order; and it is further

ORDERED that the Sale Order is binding on any and all successors and assigns, including any trustee appointed after entry of the Sale Order pursuant to Section 1104 of the Bankruptcy Code or pursuant to Sections 701 or 702 of the Bankruptcy Code if the Debtors' bankruptcy cases are converted to a case under chapter 7 of the Bankruptcy Code; and (ii) provide that except as otherwise agreed by the parties, the rights and obligations of the parties created under the Purchase Agreement and the Sale Order shall not be altered, modified, or impaired by

the terms of any plan or order confirming any plan, and shall survive confirmation of a plan and closing or dismissal of Debtor's bankruptcy case

ORDERED that this Court retains jurisdiction to hear all matters relating to or arising from the entry of this Order.

IT IS SO ORDERED.

Submitted by:

/s/ David A. Riggi

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